



## TERMS AND CONDITIONS GOVERNING THE CONTEST “Data Strong Ride”

### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE CONTEST IS AN OPTIONAL CONTEST CONCEPTUALIZED, ORGANIZED AND HOSTED BY VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”) FOR THEIR ELIGIBLE RIGHTFUL SUBSCRIBERS.

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE CONTEST KNOWN AS “Data Strong Ride” (“Competition / Contest”) DURING THE CONTEST PERIOD AS MENTIONED HEREIN.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS CONTEST KNOWN AS “Data Strong Ride”. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE CONTEST.

FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES “YOU” OR “YOUR” OR “PARTICIPANT” SHALL MEAN ANY NATURAL PERSON WHO BEING AN ELIGIBLE SUBSCRIBER HAS PARTICIPATED IN THE CONTEST.

### B. DEFINITIONS

- a. “**Subscriber**” shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- b. “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone India.
- c. “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone India. An Eligible Subscriber must also satisfy the following criteria at the time of participation and during continuation of Offer:–
  - i. He/she must be of at least 18 years of age;
  - ii. He/she must be a resident of India;
  - iii. He/she must be an Active Subscriber of Vodafone India;
  - iv. He/she must belong to any of the telecom service areas mentioned below;
  - v. He/she must not be of an unsound mind; and



- vi. He/she must not be under any legal disability e.g. insolvency, restraint by court orders etc. and / or is prohibited from entering any contractual relationship.
- vii. He/she must not have been subject of any criminal proceeding;
- d. Further, the participants who are chosen as winners of each category of prizes in accordance with the winner selection process under the Terms and Conditions of the Competition shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number ("Winner(s)"). If the Winner is not able to provide sufficient evidence to show that he/she is the Subscriber of the winning mobile number, Vodafone India reserves the right to award the prize to the next eligible Winner or to forfeit the prize, at its sole discretion.

#### C. CONTEST PERIOD

- a. This is a limited period contest for Eligible Subscribers of Vodafone India, available from 24 May 2017, 09:00:01 hrs. till 24 May 2017, 17:59:59 hrs., ("**Contest Period**");
- b. Vodafone India reserves the right to extend or shorten the Contest Period, as it deems fit, as it deems fit without any prior written notice to its subscribers.

#### D. CONTEST AREA

- a. The Contest is valid in across all telecom circles of Vodafone India except Chennai circle, Tamil Nadu circle and Jammu & Kashmir circle.
- b. Notwithstanding the foregoing, if the operation of or participation in the Competition is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Competition. No further notice shall be given by Vodafone India in this regard.

#### E. CONTEST PROCESS

- a. To participate in this contest, the Participant needs to 'upload a picture with a bike in the comments sections of the contest post published by Facebook Page Vodafone Zozoo / twitter handle VodafoneIN using #MakeMostOfNow'.

#### F. PRIZES AND WINNER SELECTION PROCESS

- a. Best 3 responses / entries will get to win biking gear.
- b. Vodafone India reserves the right to change the awards to be awarded to the winners.
- c. All the Winners shall be chosen in accordance with the winner selection process duly certified by an Independent External agency appointed by the Vodafone India and decision of Independent External agency shall be final and binding on the Participants
- d. Winner will be decided basis above mentioned method adopted by Vodafone India. By participating in the Contest the Participant agrees to be bound by the winner selection process adopted by Vodafone India & shall not raise any dispute in this regard in any manner whatsoever.
- e. The Winner of the Contest will be notified on the official Vodafone Facebook page, Vodafone India Twitter handle, Vodafone Instagram account. If the winner does not claim the award within 10 days of notification, Vodafone



India reserves the right to withdraw the award and the winner of the Contest shall not be entitled to claim the award for any reason whatsoever.

- f. Prizes will be delivered against production of valid documents evidencing identity of Winners;
- g. By participating in the Contest the Participant merely becomes eligible to win an award.
- h. No responsibility can be accepted for entries not received for whatever reason.

#### G. MODIFICATION OF TERMS AND CONDITIONS

- a. Vodafone India reserve the right, at their sole discretion, to modify these Terms & Conditions of the Contest or any part thereof at any time during the Contest Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the participating Subscribers availing this Offer.
- b. If Vodafone India modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Contest. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

#### H. WITHDRAWAL OF CONTEST

- a. Vodafone India reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Contest at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Participants.

#### I. DISCLAIMERS

- a. You agree that this Contest is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Contest is voluntary and You expressly agree to participate at your sole risk. Vodafone India shall not be responsible for any loss, injury or any other liability to any Participant arising due to participation in the Contest.
- b. Vodafone India makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Contest and/or any delay or failure to participate in the Contest due to technical, network or other problems. To the extent you choose to participate in this Contest, you do so at your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any participant or third party, in connection with the Contest or arising otherwise.
- c. Vodafone India reserves the right to change, suspend, remove, or disable access to the Contest at any time without notice. In no event will Vodafone India be liable for the removal of or disabling of access to the Contest.



Vodafone India may also impose limits on the use of or access to the Contest, in any case and without notice or liability. Under this Contest, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers participating in this Contest.

- d. Any claims, issues, damages or losses with regards to the quality or functionality of the prizes awarded under this Contest will be the sole liability of the manufacturers, providers or dealers of the said prizes. Vodafone India will not have any responsibility related to the same and will not entertain any query or complaint of the Participants.
- e. You shall indemnify and keep indemnified Vodafone India, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

#### J. GENERAL TERMS AND CONDITIONS

- a. By participating in this Contest, You confirm that you have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that you have submitted while participating in the Contest;
- b. This awards under this Competition cannot be used in conjunction with any alternative award or promotion of a similar nature;
- c. By participating in this Contest, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Contest and upcoming contest from Vodafone India, as it may in its sole and absolute discretion decide.
- a. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Participant shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
- d. **Force Majeure** – This Competition is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Vodafone India ("Force Majeure Event"). Vodafone India shall not be liable for any delay or adverse effect caused to Participants as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Competition caused as a result of such Force Majeure Event to the Participants.
- e. This Contest is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- f. Failure by Vodafone India to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Participant.
- g. Participant may contact the customer care regarding any queries, complaints, disputes pertaining to the Contest.
- h. You hereby authorize Vodafone India to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to participate in this Contest. Your personal information



will be stored and processed in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

- i. You agree that Vodafone India has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
- j. By participating in the Contest, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India and to any third party content licensor to Vodafone India that is made available through the Contest.
- k. By participating in the Contest, You confirm that you are entering into this Contest as an independent party and nothing herein establishes an employer-employee relationship between you and Vodafone India and you are acting voluntarily, using your own time and resources to participate in this Contest, solely at your own risk.
- l. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.